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U.S. BANKRUPTCY COURT
SD DIST OF NEW YORK

June 24, 2024

TO: Hon. David S. Jones
Togut, Segal & Segal
Filing Clerk (USBC/SDNY)

FROM: Mitchell Kossoff

RE: Togut v. Fordham et al., Adv. Proc. # 23-01155
Togut v. Besen, Adv. Proc. #23-01004
Togut v. Colgate, Adv. Proc. #23-01023
Togut v. Bloomingdales, Adv. Proc. #23-01094
Togut v. Citibank, Adv. Proc. #23-01096
Togut v. Haverford, Adv. Proc. # 23-01105
Togut v. Unger, Adv. Proc. #23-01127
REPLY TO TRUSTEE'S OBJECTIONS TO PER-
MISSIVE INTERVENTION MOTION.

The within letter as permitted by the Court shall serve as my formal Reply to the Trustee's Objections to the pending motion seeking Permissive Intervention in the above adversarial proceedings which Objections were docketed in the main case (21-10699-dsj) on 6/5/24. Further the within Reply is being served by mail and submitted for filing on or before 6/28/24 in accordance with the Court's Scheduling Order, dated 5/15/24. Further the statements made by me and contained herein are offered under pain and penalty of perjury except as to matters alleged upon information and belief and as to those matters, I believe them to be true.

One starts this analysis with the observation that the Trustee's objections are pockmarked with Ad Hominem attacks, blatant misstatements of applicable law and false allegations of facts.

AD HOMINEM ATTACKS

The Trustee opines to this Court that my efforts are frustrating his attempts to recover monies for creditors of the Debtor; that since I have nothing left to lose I am motivated by solely selfish reasons; and am engaging in frivolous activity. As a result, the Trustee argues that my submissions should be ignored, that I not be treated in a solicitous manner; that I should be "shut off" from any further role in the pending adversarial proceedings; and I should certainly not be allowed to further intervene, I suppose, no matter what the reasons.

I respond by first noting that nothing contained herein or in any other lawful submission I might otherwise see fit to make, is offered by way of an excuse for, or a justification, of my prior criminal activity. When I was being sentenced and in discussing my crimes, I stated as follows:

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"I have committed crimes and am deserving of punishment. I am aware that apologies after the fact often sound hollow and insincere but I hope that you can recognize that mine are genuine and heartfelt. I have spent a large part of my life helping other people and I find it unforgiveable that my recent conduct has caused so much pain and loss to people who trusted me. . . To the victims of my crimes I know that simple words of contrition cannot undo the harm I have caused. Please be aware that each and every one of you are in my prayers and I ask God every day to lift your pain and anger and replace it with peace, prosperity and joy. Further I pledge to you that when given the opportunity I will dedicate the balance of my life to making financial amends and will not rest until I have restored to you to the best of my ability that which I have taken. . . I really have no words to adequately describe the shame, guilt and remorse that I feel and hope that my actions in the future will somehow pave over this very sordid chapter of my life."

Nothing has changed since I uttered those words about the way I feel with respect to the damage I have caused.

Notwithstanding the foregoing, the Trustee seems to desire during these proceedings to transform himself from a representative of the Debtor to some sort of, after the fact, Prosecutor. However, the Trustee can rest easy with the knowledge that despite my inalienable right to defend myself against his claims of liability, that I am being punished for my crimes and wake up every day with a certain sense of self loathing and not insignificant depression as I at the age of 70 try to cobble together from the ruins of my life, a new foundation based upon being of some use to those I have harmed and to those who are even less fortunate than I.

Turning now to address some of the more virulent of the Trustee's ad hominem remarks, it appears as if the Trustee is trying to convince this Court that I am committing a further crime based upon my efforts to marshall appropriate defenses to many of the allegations contained in over 50 adversarial proceedings commenced by the Trustee -- many of which form the basis for actual or potential liability for me. The Trustee in essence is castigating me for actually mounting defenses to allegations in his Complaints which I deem to be false. But isn't this exactly what any defendant does? The Trustee tries to gloss over this fact by acknowledging that I, unlike many other defendants, am penniless and have nothing left to lose and so the Court should stop being so solicitous by entertaining my legal arguments. These words by the Trustee seem to set a new litigation standard for poor people

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which in and of itself seems reprehensible and should not be entertained at all by this Court. Further I am sure that if the Trustee were asked if "he was willing to put his own money where his mouth is" and indemnify me from all future liability emanating from the adversarial proceedings should I be capable at some point in the future to repay the same, he would immediately distance himself from these mean spirited attacks.

The Trustee says on numerous occasions that my actions are frivolous, but does not specify exactly what activities on my part fall into this category. During the forty years I practiced law before being disbarred, it was quite commonplace for my adversaries lacking proper responses to viable legal arguments propounded by me to summon the timeworn incantation that if I didn't immediately cease some sort of imagined frivolous activity that they would seek an award of sanctions and legal fees against me. Not even one of these baseless threats ever came to fruition (I was never sanctioned or censured), but if I had a quarter every time these hackneyed and empty threats were levelled against me, I would have more than enough funds to fully compensate all of the Creditors of Debtor's Estate.

I do care, as well, about the Creditors of Kossoff PLLC, but question many of the decisions by the Trustee who simply cannot act as an independent fiduciary while his own law firm and therefore the Trustee himself are being compensated as the appointed attorneys for the Debtor's estate. This seems to me to be an irreconcilable conflict which should never have been permitted in the first instance. Moreover, I may yet serve as a champion of the Creditors when it comes time to pare down the legal fees of Togut, Segal and Segal when presented to this Court for payment as an administrative expense. It is my fear that the Trustee's tendency to litigate issues which could have been resolved through simple communication is going to result in practically nothing for the Creditors once the Debtor is discharged. However rest assured I will be there vigorously questionning every hour of submitted billable time by subjecting the same to an analysis of whether such action(s) would have been taken by a truly independent Trustee as opposed to one who profits from every litigation dollar his law firm generates.

One such questionable tactic employed by the Trustee and his law firm centers around his steadfast refusal to take advantage of my in depth knowledge of the transactions he claims to be fraudulent, opting instead wherever possible to insulate other defendants from this superior knowledge of the true facts in an attempt to "strong arm" settlements. In truth and fact I should have been named as a co-defendant in all of the litigations in

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which I am currently seeking permissive intervention, as well as the many other proceedings that might also be affected by the pending IRS motion, and it is obvious that the Trustee now that this ill conceived strategy "to box me out" is not succeeding, has out of frustration resorted to nothing short of throwing a litigation tantrum. Nowhere is this failed strategy more evident than in the Farmview litigation. As the Court may recall the Trustee initially named the Burton Kossoff Testamentary Trust as a co-defendant in the Farmview Complaint (Adv. Proc. #22-01141), but as soon as I made a certain motion on 2/19/23 that because of my mother's passing I should be substituted into this litigation in place and instead of the BK Trust, the Trustee less than a month later filed a unilateral Notice of Dismissal removing the BK Trust as a party in a thinly veiled attempt to bar my direct participation in this proceeding as a party.

Summary of Permissive Intervention Argument

In my moving papers I referred this Court to its own Decision in the Farmview Case (labelled as such by the Trustee) which lays out the proper legal litmus test for the grant of permissive intervention and which found on facts similar to the case at bar that I had demonstrated that I will be affected and subject to inconsistent results as well as possible additional claims, in the event I were not granted intervention. Further I noted in the Farmview proceeding Appellate authority which held that although the grant of permissive intervention is within the discretion of the Court, on appeal there can be a review as to whether or not such discretion was abused to determine whether the intervention motion was timely, whether there is at least one common issue of law or fact, whether the original parties to the proceeding are prejudiced and other relevant factors. See Buck v. Gordon, 959 F3d 219 (USCA, 6th Cir., May 11, 2020).

Continuing it was posited in my initial submission that all of the above criteria were met and that a proceeding in which I am named as a defendant (Togut v. Roc Le Tromphe, #22-01158) possesses common issues of fact and law with the 7 other proceedings in which I am seeking intervention (the Trustee in his Objections at Par. 20 wrongfully alleges that there are only 6 such proceedings because he overlooks the Togut v. Fordham proceeding). It was further delineated in my moving papers that in Roc Le Triomphe, as well as in all seven other proceedings targeted for permissive intervention, that the Trustee was seeking to void transactions by which the Debtor seemed to be paying either directly or indirectly my own personal expenses and obligations. For example in Roc it was my personal rent, in Colgate & Fordham it was my son's

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tuition, in Bloomingdale's & Citibank it was personal credit card expenses as well as direct payments into my joint checking account, in Haverford it was my personal charitable donations, in Besen in part it was my son's rent as well as repayment of certain personal loans, and in Unger it was in part repayment of some of my personal loans.

My moving papers further posited that the transactions in question were in effect distributions by the Debtor to me and as proof thereof it is my intent to show that none of the payments sought to be recovered were posted as deductions against the Debtor's income, but were in fact included by me as part of my personal income. Moreover, these distributions were remitted to me in consideration of the billable hours I generated on behalf of the Debtor which were thereafter invoiced and paid to Debtor by its clients. I lastly postulated that these facts gave rise to two common legal defenses to the claims asserted in all eight proceedings; to wit, that pursuant to Section 508 of the Limited Liability Company Law the recovery by the Debtor of these wrongful distributions is limited to three, as opposed to six, years from the date of the filing of the Bankruptcy Petition, and that as well I, together with my immediate transferees, share a fair value, reasonable consideration defense to the Trustee's claims.

Despite the fact that my moving papers present an overwhelming case for permissive intervention, the Trustee in his Objections utilizing blatant misstatements of fact and clearly erroneous interpretations of applicable law, tries to fool this Court into not granting the requested relief.

Trustee's False Allegations of Fact

The Trustee in an effort to convince this Court that my permissive intervention motion was not made in a timely fashion, states in Paragraph "11" of his Objections that I was aware of the contemplated defenses, as well as their applicability to the other proceedings in which I now seek to intervene, since at least May 23, 2023 and yet I failed to act in a timely manner. To begin with the Trustee offers no real evidence to buttress his speculations as to what I was, or was not, aware of on 5/23/23 and letters which I wrote well after this date and arguments which I raised during the Court's Hearing of Kossoff PLLC matters on 1/10/24 clearly indicate that I had not even reviewed the Complaints in the proceedings in which I am now seeking intervention until well after these dates.

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I attach hereto with its enclosures a letter I wrote to Trustee's counsel on 12/5/23 where I specifically asked for copies of all of the Complaints in the proceedings in which I am now seeking intervention, as well as many other additional complaints. The attachment to that letter clearly indicated those complaints that I had already reviewed or those proceedings I was not interested in because I was aware that they had been settled. Notwithstanding this request, the Trustee failed to comply and this matter was further addressed during the course of the 1/10/24 Hearing. As the Court may recall during this Hearing, Mr. Berger, your movant and your Honor made the following statements and/or observations:

"MR. BERGER . . . We're not responsible, and we are not Mr. Kossoff's agent to provide documents to him". (Transcript p. 29, ll 13-14).

"MR. KOSSOFF: . . . I just want to state for the record that I don't have that ability because - -and I'm doing it for a purpose because at some point in time, I may make these motions for intervention or consolidation, and I'm sure the trustee at that point in time is going to raise a timeliness issue, and without me seeing the contents of these complaints, I'm going to respond that I asked for them and I was not given them. So for purposes of making a record, that's my intent today. . . ." (Transcript, pp. 30-31, ll. 21-25 and 1-3).

"THE COURT: . . . Okay. So let's leave it at that. I will just observe you've made your record and stated that you don't have access to these complaints. The Trustee is declining to provide copies of complaints in matters to which you are not a party. . . ." (Transcript at p. 31, ll. 9-13).

It is respectfully submitted based on all of the foregoing that the Trustee's timeline as to when I should have been aware of the contents of the complaints at issue and otherwise should have made the instant motion strains credulity. The Trustee in fact seems to want this Court to champion his efforts to "keep me in the dark" by not sending the requested complaints. The Trustee should not be rewarded for his intransigence and obfuscation.

Equally specious are Trustee's statements that I should not be allowed to intervene in the designated proceedings because they are ". . . in advanced stages of discovery and/or settlement negotiations. . . ." (Trustee's Objections at Paragraph "21").

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Initially it is noted that the fact that some of the defendants have settled with the Trustee, has no impact on whether or not permissive intervention should be granted as to the remaining defendants. As to the Trustee's characterization as to the status of the remaining proceedings, counsel for both Bloomingdales and Citibank in his submission supporting my motion (which are docketed as follows: Case# 23-01094, Doc. 55 and Case # 23-01096, Doc 53) had this to say in Paragraph "4" of each submission:

"(w)hile the adversary (proceeding)(sic) has been pending for sometime, other than the IRS issue, discovery has not proceeded in any substantive fashion and no depositions have taken place. No substantive motion practice has taken place. The request is, therefore, timely. . .".

Further and upon information and belief with respect to all of the litigations in which I want to intervene in which the Kossoff Family Members are defendants there has been little or no litigation activity - the Trustee opting instead to extend to those litigants successive tolling agreements while the parties consider settlement alternatives based upon an offer by the Trustee which never seems to arrive.

In point and fact if this Court were to inquire of all of the affected litigants as to whether or not they were opposed to, or prejudiced by, my intervention request to litigate two very discrete defenses having to do with the possible liability limitations imposed by Section 508 of Limited Liability Law and my fair value/reasonable consideration claims, they would not oppose, but welcome, my participation.**

Erroneous Legal Arguments

Just as was the case with the Trustee's steady diet of blatant misstatements of facts which he feeds to this Court in an effort to convince your honor to deny the requested intervention relief, so, too, his legal arguments as to whv. AS A MATTER OF LAW, I cannot succeed with the proposed Section 508/Fair Value Defenses, is nothing more than cannon fodder filled with facile and flawed legal reasoning which I suspect the Trustee and his law firm, inasmuch as they are experienced litigators, know to be false.

As to the defense which as a defendant in the Roc Le Triomphe case I have in common with the 7 other proceedings; to wit, that Section 508(c) of New York's Limited Liability Law prohibits a look back period for liability of any transfers that took place more than 3 years prior to the filing of the bankruptcy petition, the Trustee argues that there has been a change in the law which undercuts

** I should stress herein that this question should be posed to only those defendants who are actively litigating with the Trustee, as opposed to those who have settled, like COLGATE UNIVERSITY, which actually submitted, no doubt at the Trustee's prodding, a meaningless objection to my intervention motion.

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and otherwise supersedes the holding by United States Bankruptcy Court for the Southern District In Re Vivaro Corporation, 524 B.R. 536 (2015) which supported a three, versus a six, year limitations period when a trustee through the auspices of Section 544 of the Bankruptcy Code seeks to claw back monies which were wrongfully distributed to members of the bankrupt Debtor/LLC. Continuing and according to the Trustee three cases which were decided after Vivaro; to wit, Setters v. AI Properties, 139 Ad3d 492 (AD 1st Dept., 2016), Boston Generating LLC, 617 B.R. 442 (USBC, SDNY, 2020); and In Re Row NYC, LLC, 2023 WL 5999143, (USBC/SDNY, 2023) [hereinafter referred to as the Setters Cases], come to a different conclusion and mandate a different result. The Trustee asserts that the Setters Cases overturn the ruling in Vivaro and signal a new trend in how the Courts view the applicability of the three year limitations period set forth in Section 508(c) of New York's Limited Liability Company Law.

Initially it is noted herein that none of the Setters Cases actually reference Vivaro and specifically overturn that Court's ruling. Moreover, the Setters Cases actually state that a three year, as opposed to a six year, limitations period embodied in Section 508(c) would be applicable as long as the Trustee is not suing as a creditor, but is suing instead for the benefit of all creditors or for the Debtor's estate. For example in Row, supra, the Court notes, "Courts limit the application of section 508 where the trustee instead sues as a creditor. . . .(t)he section 508 three-year statute of limitations is inapplicable because the Trustee is acting on behalf of a creditor, the landlord, not the Debtor. . ."Row NYC at page 5. The Boston Generating Court also notes this distinction when it notes, ". . . other courts have concluded, and this Court agrees that there is a distinction between a trustee standing in a debtor's shoes suing for the benefit of creditors versus suing as a creditor."Boston Generating at page 21. Thus the suggestion by the Trustee that Vivaro no longer has any legal vitality since the rulings in the Setters Cases is pure poppycock. Nowhere is this falsehood made any clearer than in a very recent summary of the law in this area by a United States Bankruptcy Court for the Southern District IN RE: Eight-115 Associates, LLC, (USBC/SDNY, 2023) where the Court stated as follows:

"Under New York law, the general statute of limitations for fraudulent conveyances is six years, but New York Limited Liability Company Law ("NYLLCL") Section 508(c) provides that 'a member who receives a wrongful distribution shall have no liability under this article or other applicable law for the amount of the distribution after the expiration of three years from the date of distribution.' Courts routinely apply this three year time limit to avoidance actions under 11 U.S.C. Section

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"544 and cases involving NYLLCL Section 508
. . ." [Citations Omitted] Eight-115 Associates,
LLC at page 10.

Based on the foregoing a further inquiry must be made to determine whether the Setters Cases or the Vivaro line of cases apply to the Roc Le Tromphe case and to the other seven other proceedings in which I am seeking to permissively intervene.

A fair reading of the Complaints in these actions clearly indicates that the Trustee is not suing on behalf of A CREDITOR, but on behalf of ALL THE CREDITORS and the Debtor's Estate and so the Setters Cases which reject a three year limitation period are simply not applicable. In this regard I draw the Court's attention to Paragraph 4 of the Roc le Triomphe Complaint which unequivocally states that the Trustee is suing on behalf of the Debtor's estate and not for the benefit of A CREDITOR as follows:

"4. For the benefit of the Debtor's estate, the Trustee commences this adversary proceeding to avoid and recover the Debtor's transfers to and for the benefit of Defendants as fraudulent conveyances. . .".

Moreover a simple review by this Court of the "SUMMARY OF THE ACTION" sections of the remaining 7 proceedings demonstrates that they, too, contain this dispositive provision. Having thus dispatched with the Trustee's central legal argument for denying the requested intervention relief, the only remaining legal contention that needs to be debunked is the Trustee's argument that I am somehow barred from demonstrating in all eight proceedings at issue that I gave fair value in the form of billable hours for the transfers (which were in effect direct and/or indirect distributions to me) which the Trustee is attempting to void.

[CONTINUED ON NEXT PAGE]

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As the Court may recall in my moving papers I indicated that I gave value for the transfers in question which I have asserted were distributions to me or for my benefit by the Debtor - subject, of course, to the introduction of proof to this effect at trial. I further indicated that the fair value or reasonable consideration consisted of more than 3.3 million dollars in legal billing which I generated during the applicable 3 year limitations period on behalf of the Debtor. The Trustee appears to argue that certain provisions of the Debtor's Operating Agreement (which was attached to my moving papers); to wit, Sections 5.11, 5.14 and 7.2, prevent me from being compensated for those services which I rendered to the Debtor, and likewise prevent, as a matter of law, a fair value defense based on those services. I must confess that I don't really understand the Trustee's reasoning here. If he is saying that I cannot be compensated because I am not automatically entitled to such payments solely by being a member of the LLC and at any rate my services were never approved by the LLC, I would respond simply by saying that since I was at all times the sole member of the LLC, payments to me or on my behalf were irrefutably approved every time a distribution was made. I will certainly testify at trial that all such distributions, as well as the services I rendered constituting fair value therefor, were all approved by me. Moreover, the Trustee in making this argument glosses over other provisions of the Operating Agreement which make this entire argument in this regard moot. More specifically and as to the Distributions, the Operating Agreement states as follows:

"1.1(f) 'Distribution' means any cash and other property distributed to a Member by the Company from the operations of the Company."

"7.2 Distributions. Distributions shall be made from time to time in the discretion of the Member(s). . .".

Again I will most certainly testify at trial that all distributions or compensation paid either directly or indirectly to me by the Debtor were specifically authorized by me.

The Trustee's final legal argument is equally unavailing. The Trustee cites In Re Direct Access Partners, LLC, 602 B.R. 495 (USBC/SDNY, 2019) as support for the proposition that as a matter of law I was not entitled to be compensated for my services because at the same time I admitted stealing significant sums from the Debtor and its clients. However and in reality, Direct Access stands for the exact opposite. While noting that the Trustee was

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arguing that the defendant's guilty plea and consequent forfeiture judgment precluded the assertion by him of a "value" and "good faith defense", the Court held that this is a matter which cannot be resolved summarily, but must be left for trial. Moreover, it is questionable whether or not the Direct Access Court's pronouncements as to what factors can be considered in determining fair value of an employee's salary, are even applicable in the present context in which I am claiming "fair value" for the distributions I received for billable hours I generated. It would seem that the Trustee in this analysis is actually comparing apples to oranges and that my thefts cannot be employed as an offset to the value of the services I rendered, but actually require the Trustee to seek quite a different remedy in this regard.

Nevertheless it is noted that the Direct Access Court actually held that salary payments are presumed to be made for fair consideration even in the face of admitted criminal activity and at any rate it is up to the Trustee, presumably at the time of trial, to prove otherwise. Direct Access at pages 10, 34-35 and 38-40 (references here as in other parts of this reply are to the page numbers of the actual printed decisions downloaded from Westlaw). Moreover and given the Court's recent pronouncements in its Decision & Order, dated 4/19/24, granting certain dismissal relief in the Roc Le Triomphe case, it should also be the subject of a separate inquiry as to whether or not, given the Wagoner Rule, the Trustee can assert these thefts, which are imputed to the Debtor, as a viable offset against my fair value defense - at least as it may affect the rights of my transferees who were not at all culpable, or complicit in, the alleged thefts. It is thus posited that at this early stage it would be reversible error to determine as a matter of law that my "fair value/reasonable consideration" defenses have no merit, but instead should await a determination at trial once these issues have been fully developed.

Based on all of the foregoing, it is respectfully requested that my permissive intervention motion be granted in all respects.



MITCHELL KOSSOFF, PRO SE

December 5, 2023

TO: Jared Borriello, Esq.
cc: Walter Mack, Esq.

FROM: Mitchell Kossoff, Pro Se

RE: Document Request, In Re Kossoff PLLC
Index Number: 21- 10699, USBC/SDNY

Dear Mr. Borriello:

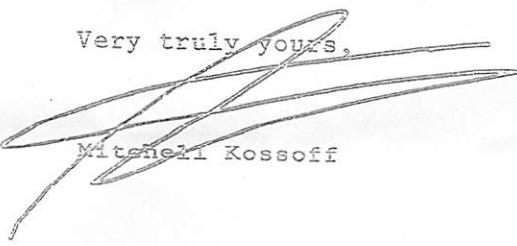
As more fully set forth in my prior correspondence, dated 10/29/23, both to you and the Court, I desire copies of certain complaints in various adversarial proceedings which have been filed by the Trustee in connection with the above noted Bankruptcy Proceeding. I became aware of the scope of these filings very recently when I was forwarded a copy of a certain Associated Cases Docket Sheet after its downloading, as indicated on the within attachment, on 9/21/23.

The Complaints which I require to be forwarded to me are those which are not marked with an "X" on the attached Docket Sheet and total 47 in number. I have eliminated a total of 10 Complaints listed on the Associated Cases Docket from this request because they constitute proceedings which I am either currently a party or have been otherwise made a part of, which have been settled or closed , and/or in which I am currently seeking to be made a part of,

As previously indicated, I am going to be seeking either premissive intervention in a number of these matters and/or that certain of the proceedings be consolidated with those in which I am currently a party pursuant to Rule 42 of the FRCP and Rule 7042 of the FRBP. As a result it is crucial that I examine the four corners of each and every requested complaint in order to determine whether or not they have sufficient commonality of facts and law with those actions in which I am a party in order to justify the making of the envisioned and omnibus intervention and/or consolidation motions.

Thank you for your anticipated and prompt attention to the requests herein contained.

Very truly yours,


Mitchell Kossoff

EXHIBIT

Case type: bk Chapter: 7 Asset: Yes Vol: i Judge: David S Jones
Date filed: 04/13/2021 Date of last filing: 08/30/2023

Associated Cases

| Case | Associated Case | Type |
|------------------------------|--|----------------------|
| 21-10699-dsj Kossoff PLLC | 22-01113-dsj Albert Togut, Not Individually but Solely in His C v. VNB New York LLC et al | Adversary |
| 21-10699-dsj Kossoff PLLC | 22-01141-dsj Albert Togut, Not Individually but Solely in His C v. Perevoski et al | Adversary |
| 21-10699-dsj Kossoff PLLC | 22-01146-dsj Albert Togut, Not Individually but Solely in His C v. Kossoff | Adversary |
| 21-10699-dsj Kossoff PLLC | 22-01148-dsj Albert Togut, Not Individually but Solely in His C v. World Global Fund LLC et al (closed) | Adversary 07/11/2023 |
| 21-10699-dsj Kossoff PLLC | 22-01158-dsj Albert Togut, Not Individually but Solely in His C v. Roc Le Triomphe Associates LLC et al | Adversary |
| 21-10699-dsj Kossoff PLLC | 23-01004-dsj Albert Togut, Not Individually but Solely in His C v. Besen et al | Adversary |
| 21-10699-dsj Kossoff PLLC | 23-01018-dsj Albert Togut, Not Individually but Solely in His C v. 52-01 Flushing Avenue Company, LLC et al | Adversary |
| 21-10699-dsj Kossoff PLLC | 23-01021-dsj Albert Togut, Not Individually but Solely in His C v. Prudential Insurance Company of America et al | Adversary |
| 21-10699-dsj Kossoff PLLC | 23-01023-dsj Albert Togut, Not Individually but Solely in His C v. Colgate University et al | Adversary |
| 21-10699-dsj Kossoff PLLC | 23-01062-dsj Albert Togut, Not Individually but Solely in His C v. American Express Company | Adversary |
| 21-10699-dsj Kossoff PLLC | 23-01063-dsj Albert Togut, Not Individually but Solely in His C v. Bank of America, N.A. | Adversary |
| 21-10699-dsj Kossoff PLLC | 23-01064-dsj Albert Togut, Not Individually but Solely in His C v. Bank of America, N.A. | Adversary |
| 21-10699-dsj Kossoff PLLC | 23-01065-dsj Albert Togut, Not Individually but Solely in His C v. Hammer et al | Adversary |
| 21-10699-dsj Kossoff PLLC | 23-01066-dsj Albert Togut, Not Individually but Solely in His C v. Woart | Adversary |
| 21-10699-dsj Kossoff PLLC | 23-01067-dsj Albert Togut, Not Individually but Solely in His C v. Tremada 333 East 46 LLC et al | Adversary |
| 21-10699-dsj Kossoff PLLC | 23-01068-dsj Albert Togut, Not Individually but Solely in His C v. VPRE Properties Inc | Adversary |
| 21-10699-dsj Kossoff PLLC | 23-01069-dsj Albert Togut, Not Individually but Solely in His C v. Rosenblatt | Adversary |
| 21-10699-dsj Kossoff PLLC | 23-01071-dsj Albert Togut, Not Individually but Solely in His C v. 46 / 47 Apartment Holdings LLC | Adversary |
| 21-10699-dsj Kossoff PLLC | 23-01072-dsj Albert Togut, Not Individually but Solely in His C v. 60 Tenants Corp. | Adversary |

| | | | |
|------------------------------|--|-----------|---|
| 21-10699-dsj Kossoff PLLC | 23-01073-dsj Albert Togut, Not Individually but Solely in His C v. 161 West 4 Realty LLC | Adversary | |
| 21-10699-dsj Kossoff PLLC | 23-01074-dsj Albert Togut, Not Individually but Solely in His C v. 169 West 22 Street, Inc. | Adversary | |
| 21-10699-dsj Kossoff PLLC | 23-01075-dsj Albert Togut, Not Individually but Solely in His C v. 333 East 46th St. Apartment Corp. | Adversary | |
| 21-10699-dsj Kossoff PLLC | 23-01076-dsj Albert Togut, Not Individually but Solely in His C v. Banyan Tree Capital LLC | Adversary | |
| 21-10699-dsj Kossoff PLLC | 23-01077-dsj Albert Togut, Not Individually but Solely in His C v. 145 Henry Partners, LLC | Adversary | |
| 21-10699-dsj Kossoff PLLC | 23-01078-dsj Albert Togut, Not Individually but Solely in His C v. Gatsby et al | Adversary | |
| 21-10699-dsj Kossoff PLLC | 23-01079-dsj Albert Togut, Not Individually but Solely in His C v. Penna | Adversary | |
| 21-10699-dsj Kossoff PLLC | 23-01080-dsj Albert Togut, Not Individually but Solely in His C v. Barasky | Adversary | |
| 21-10699-dsj Kossoff PLLC | 23-01081-dsj Albert Togut, Not Individually but Solely in His C v. Jelic | Adversary | |
| 21-10699-dsj Kossoff PLLC | 23-01082-dsj Albert Togut, Not Individually but Solely in His C v. Farber | Adversary | X |
| 21-10699-dsj Kossoff PLLC | 23-01083-dsj Albert Togut, Not Individually but Solely in His C v. Curanovic et al | Adversary | |
| 21-10699-dsj Kossoff PLLC | 23-01084-dsj Albert Togut, Not Individually but Solely in His C v. Rebecca Zweig, N/K/A Rebecca Zweig Katz | Adversary | |
| 21-10699-dsj Kossoff PLLC | 23-01085-dsj Albert Togut, Not Individually but Solely in His C v. Savoysky-Smith | Adversary | |
| 21-10699-dsj Kossoff PLLC | 23-01086-dsj Albert Togut, Not Individually but Solely in His C v. Shamah | Adversary | |
| 21-10699-dsj Kossoff PLLC | 23-01087-dsj Albert Togut, Not Individually but Solely in His C v. Ranaan | Adversary | |
| 21-10699-dsj Kossoff PLLC | 23-01088-dsj Albert Togut, Not Individually but Solely in His C v. Zweig | Adversary | |
| 21-10699-dsj Kossoff PLLC | 23-01089-dsj Albert Togut, Not Individually but Solely in His C v. Ramnani et al | Adversary | |
| 21-10699-dsj Kossoff PLLC | 23-01090-dsj Albert Togut, Not Individually but Solely in His C v. Zweig | Adversary | |
| 21-10699-dsj Kossoff PLLC | 23-01092-dsj Albert Togut, Not Individually but Solely in His C v. Alexander et al | Adversary | |
| 21-10699-dsj Kossoff PLLC | 23-01093-dsj Albert Togut, Not Individually but Solely in His C v. Olcott | Adversary | X |
| 21-10699-dsj Kossoff PLLC | 23-01094-dsj Albert Togut, Not Individually but Solely in His C v. Bloomingdale's Inc. et al | Adversary | |
| 21-10699-dsj Kossoff PLLC | 23-01095-dsj Albert Togut, Not Individually but Solely in His C v. Columbus Properties, Inc et al | Adversary | |
| 21-10699-dsj Kossoff PLLC | 23-01096-dsj Albert Togut, Not Individually but Solely in His C v. Citibank, N.A. et al | Adversary | |

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| 21-10699-dsj Kossoff PLLC | 23-01100-dsj Albert Togut, Not Individually but Solely in His C v. Joseph S. Costa, Not Individually but Solely in His C v. | Adversary | |
| 21-10699-dsj Kossoff PLLC | 23-01103-dsj Albert Togut, Not Individually but Solely in His C v. Friedman | Adversary | X |
| 21-10699-dsj Kossoff PLLC | 23-01105-dsj Albert Togut, Not Individually but Solely in His C v. Haverford College | Adversary | |
| 21-10699-dsj Kossoff PLLC | 23-01107-dsj Albert Togut, Not Individually but Solely in His C v. Apex Funding Source, LLC | Adversary | |
| 21-10699-dsj Kossoff PLLC | 23-01108-dsj Albert Togut, Not Individually but Solely in His C v. Diesel Funding LLC | Adversary | |
| 21-10699-dsj Kossoff PLLC | 23-01109-dsj Albert Togut, Not Individually but Solely in His C v. eProdigy Financial, LLC et al | Adversary | |
| 21-10699-dsj Kossoff PLLC | 23-01110-dsj Albert Togut, Not Individually but Solely in His C v. Queen Funding, LLC | Adversary | |
| 21-10699-dsj Kossoff PLLC | 23-01111-dsj Albert Togut, Not Individually but Solely in His C v. Tiger Capital Group LLC | Adversary | |
| 21-10699-dsj Kossoff PLLC | 23-01112-dsj Albert Togut, Not Individually but Solely in His C v. Unique Funding Solutions, LLC | Adversary | |
| 21-10699-dsj Kossoff PLLC | 23-01113-dsj Albert Togut, Not Individually but Solely in His C v. BMF Advance, LLC | Adversary | |
| 21-10699-dsj Kossoff PLLC | 23-01114-dsj Albert Togut, Not Individually but Solely in His C v. Cedar Advance, LLC | Adversary | |
| 21-10699-dsj Kossoff PLLC | 23-01115-dsj Albert Togut, Not Individually but Solely in His C v. Elite Enterprises of NY, Inc. | Adversary | |
| 21-10699-dsj Kossoff PLLC | 23-01116-dsj Albert Togut, Not Individually but Solely in His C v. Hammer et al | Adversary | |
| 21-10699-dsj Kossoff PLLC | 23-01127-dsj Albert Togut, Not Individually but Solely in His C v. Unger et al | Adversary | |
| 21-10699-dsj Kossoff PLLC | 23-01155-dsj Albert Togut, Not Individually but Solely in His C v. Fordham University School of Law et al | Adversary | |

Other Filings by Same Debtor(s)